

SOLICITATION DOCUMENT NO. RFB-CCL-202102



**NOTICE TO BIDDERS
REQUEST FOR SEALED BIDS (RFB)**

Description: Council Committee Room Selective Demolition, Remove and properly dispose unwanted furniture, abate ACM Floor Vinyl Tiles (approximately 1,000 square feet), abate 6" Chill Water Piping Insulation (approximately 100 lineal feet) above the drop ceiling, Install New Drop Ceiling 2X4 Tiles (approximately 1,000 square feet), Install new approved floor covering (industrial grade laminate flooring or carpet squares). Contractor shall provide a Certified Industrial Hygienist to monitor the area while hazmat abatement work is in ongoing, collect/test air quality samples and certify the space clean. If the bidder is a non-union Contractor, prevailing wage rates shall be used.

Request Agency: Office of the City Council, City & County of Honolulu, Hawai'i.

COMPETITIVE SEALED BIDS shall be received no later than:

Close Time: 4:30 P.M. HST

Close Date: June 28, 2021

Location: Office of the City Council
530 South King Street, Room 202, City Hall
Honolulu, Hawai'i 96813

Questions relating to this solicitation shall be emailed to Ed Manglallan at emanglallan@honolulu.gov.

A handwritten signature in black ink, reading "Tommy Waters".

TOMMY WATERS
Chair, Honolulu City Council
& Chief Procurement Officer

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REQUEST FOR BIDS

All Request for Bids (RFB) are to be marked clearly on the outside "City Council Committee Room Selective Demolition, Hazmat Abatement and Incidental Replacement". RFB documents may be downloaded from <http://www.honolulu.gov/pur/gsc.html> or requested by e-mail. Send all requests for documents, questions, or inquiries to emanglallan@honolulu.gov by June 21, 2021 at 4:30 p.m.

The City reserves the right to reject any and all Bids or to accept the Bid which is deemed by the Office of the City Council to be in its best interest. The City also reserves the right to waive any irregularities and/or informalities in the bid process. The City will not be providing reimbursement for the cost of developing, presenting or submitting bids in response to this RFB. Bidders lump sum pricing shall include expenses, including travel, fees, materials, equipment, Certified Industrial Hygienist and labor.

The General Instructions to Bidders for the City and County of Honolulu dated 02/09/2017 shall apply. If not physically attached, it shall be incorporated by reference herein and referred to as the "General Instructions". Copies may be obtained online at www.honolulu.gov/pur; click on the link titled: "Instructions, Terms, & Conditions".

Please submit the final bid to the Office of the City Council by June 28, 2021.

Office of the City Council
530 S. King St Room 202
Honolulu, Hawai'i 96813

Final RFB Bid submissions may be submitted to the above address, and will be time stamped from the date and time received. Sealed packets must contain four (7) hard copies of the full bid and all its contents. All submissions will be opened on June 28, 2021 at 4:30 pm.

PROJECT OVERVIEW, BACKGROUND, AND OBJECTIVES

OVERVIEW

The City Council is soliciting bids to renovate the City Council Committee Room (approximately 1000 square feet) by removing/disposing unwanted furniture, conduct selective demolition, abate ACM floor tiles, abate two 6-inch chill water pipe (about 100 lineal feet total), properly insulate the abated chill water pipe, replace the 2X4 drop ceiling tiles (approximately 1000 square feet) and install new approved floor covering (industrial grade laminate flooring or carpet squares). Bid shall include cost for a Certified Industrial Hygienist to monitor abatement work, collect/test air samples and certify the abated space clean. Hazmat abatement work shall be scheduling after normal working hours from Friday afternoon to Saturday. Prevailing wages shall be used. Bidder shall field verify actual site conditions and all dimensions.

BACKGROUND

The Honolulu City Council Committee Room is aging and in need of immediate remediation. The current floor tiles is a non-friable ACM with mastic. The theater-style folding chair shall be removed during the abatement work and dispose properly, The existing 2 X 4 drop ceiling tiles are old/stained and in need of replacement. The ceiling drop ceiling grid is still in good condition and shall be saved/reused. There are two 6" chill water pipes (100 feet total) with deteriorated ACM insulation causing condensate stains on the drop ceiling tiles. There will be some incidental electrical related work when removing the drop ceiling tiles, chill water pipe insulation abatement and ACM floor tile abatement.

After the pandemic locked-down, the Honolulu City Council Committee Room was not used for committee hearings due to required physical distancing. The committee room is planned to be repurposed to be used as work stations, small meetings and possibly allow testifiers to testify remotely during Council Hearings in the City Council Chambers on the third floor.

SCHEDULE OF EVENTS

All times indicated are Hawai'i Standard Time (HST)

RFB published	June 16, 2021
Pre-Bid / Site Inspection	June 18,2021
Requests for information, questions, or inquiries	June 21,2021
Deadline for request for information	June 21,2021
DEADLINE FOR BIDS	June 28, 2021 @ 4:30 PM
Notice of Award (lowest responsive bid)	June 30,2021
Contract Notice to Proceed	TBD

CITY AND COUNTY OF HONOLULU
SPECIAL INSTRUCTIONS TO BIDDERS

1. BID PRICES

Bid prices shall include all applicable taxes and the total cost of all expenses required to complete the work and provide the services as specified herein. Any bid/s received after the bid due date/time will be determined as non-responsive.

2. OVERVIEW OF THE RFB PROCESS

a. The procurement process begins with the issuance of RFB and the formal response to any written questions or inquiries regarding the RFB. Changes to the RFB will be made only by addendum.

b. The contents of any bid shall not be disclosed until the bid opening date. The award notice shall be posted, all bidders, successful and unsuccessful, become available for public inspection. The Bidder shall clearly label those sections that the Bidder deems as confidential and/or proprietary and shall be readily separable if deemed by the City to be excluded from public inspection. A Bidder may not deem the entire proposal as confidential or proprietary.

c. The Chief Procurement Officer reserves the right to determine what is in the best interest of the City for purposes of reviewing and evaluating bids submitted in response to the RFB. The Chief Procurement Officer will conduct a comprehensive, fair, and impartial evaluation of responsive bids received in response to the RFB.

d. The RFB, any addenda issued, and the successful Bidder's bid shall become a part of the contract. All bids shall become the property of the City.

3. REQUESTS FOR CLARIFICATION

All requests for clarification must be submitted in writing and directed to:

Office of the City Council
City and County of Honolulu
530 S. King Street, Room 202
Honolulu, Hawai'i 96813
Via email to: emanglallan@honolulu.gov

The City will respond to written questions, clarifications, or substitutions by written addendum. Receipt of requests for exceptions shall be evidenced by the date-time stamp of the time stamp machine or facsimile machine of the Office of the City Council. The Bidder submitting the request shall be responsible for its delivery. The City shall respond in a timely manner but is not obligated to respond to requests for questions,

clarifications or substitutions not received on a timely basis, unless the Chief Procurement Officer determines that it is in the best interest of the City to accept the request submitted after the deadline.

4. OPTIONAL PRE-BID MEETING AND SITE INSPECTION

The City will hold a pre-bid meeting that will include a site inspection of the Council Committee Room and other areas of operation. In-person attendance is optional and any bid submitted by a Bidder that was not present at the pre-bid meeting/site inspection will be deemed responsive. Due to ongoing pandemic restrictions, bidders may schedule a staggered site visit to verify actual conditions and measurements.

5. COST OF RESPONDING TO THIS RFB

Costs for developing the Bids are the sole responsibility of the Bidder, whether or not any award results from this solicitation. The City will not reimburse such costs.

6. SUBMISSION OF BIDS

The submission of a bid shall constitute an incontrovertible representation by the Bidder of compliance with every requirement of the RFB, and that the RFB documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

If the Bidder chooses to deliver its offer by United States Postal Service (USPS), please be aware that any weekend delivery may not occur to the Office of the City Council, but to a central mailroom. This may cause a delay in receipt by the City and the bid may reach the City after the deadline, resulting in automatic rejection.

7. LANGUAGE SUBSTITUTIONS

Part of RFB-CCL-202102 includes "General Terms and Conditions" (02/01/2015) and "General Instructions to Offerors" (02/09/2017). These two documents have been generated primarily for Executive Branch agencies but are being used by the Legislative Branch for this RFB. Thus, references to certain agencies, locations and job titles shall be adjusted via the following substitutions:

<u>Replace</u>	<u>with</u>
Division of Purchasing	City Council
Purchasing Division	City Council
City Purchasing Division	City Council
Office of the Purchasing Division	City Council
Department of Budget and Fiscal Services	City Council
City Hall, Room 115	City Hall, Room 202
Director of Budget and Fiscal Services	Council Chair
Director	Council Chair

Purchasing Administrator
City Purchasing Administrator
Chief Procurement Officer

Council Chair or designee
Council Chair or designee
Council Chair

The above examples may not represent a comprehensive list of all required substitutions. If there are any questions, contact Ed Manglallan (emanglallan@honolulu.gov).

SAMPLE CONTRACT

CONTRACT NO. XX-XXX-XXXXXXX SOLICITATION NO. RFB-XXX-XXXXXXX

THIS AGREEMENT, made and entered into on _____, by and between the CITY AND COUNTY OF HONOLULU, a municipal corporation existing under and by virtue of the laws of the State of Hawai'i, with offices at Honolulu Hale, 530 South King Street, Honolulu, Hawai'i 96813, hereinafter called the "CITY," and [CONTRACTOR'S LEGAL NAME] whose principal place of business is [CONTRACTOR'S ADDRESS], hereinafter referred to as the "CONTRACTOR."

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONTRACTOR to [Project Description] and

WHEREAS, a solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawai'i Revised Statutes (HRS) and the related Hawai'i Administrative Rules (HAR). The CONTRACTOR has been identified as the responsible and responsive Bidder whose bid is the most advantageous to the CITY, taking into consideration as set forth in the solicitation; and

WHEREAS, the CONTRACTOR is willing and able to provide the services set forth in this Agreement;

NOW, THEREFORE, the City and the CONTRACTOR, in consideration of the foregoing and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, hereby mutually agree as follows:

1. This Contract and the following documents, appendices and exhibits collectively form the "Agreement" or "Contract Documents", all of which are attached hereto and incorporated herein:

This Contract

Appendix A: Scope of Work

Appendix B: Term/Schedule of Work

Appendix C: Pricing/Certifications

Appendix D: Special Provisions

Appendix E: General Terms and Conditions (GTC)

Appendix F: Bid

The Contract Documents as listed hereinabove are in the order of controlling preference should there be any conflict in the terms of the Contract Documents.

2. The CONTRACTOR shall furnish all services, labor, goods, materials, supplies, equipment and other incidentals reasonably necessary for the successful completion of the work contemplated under Appendix A: Scope of Work and this Agreement.

3. The CITY agrees to pay the CONTRACTOR for the satisfactory performance and completion of the Work in accordance with the payments schedule and provisions, all as set forth in Appendix C: Pricing/Certifications, Appendix D: Special Provisions and Appendix E: General Terms and Conditions. The total amount of this Agreement shall not exceed [Dollar Amount Spelled Out] [(\$XX.XX)], which is the maximum payable under this Agreement and inclusive of all taxes. CONTRACTOR shall not pass through any increases in taxes to the City.

Such payments shall be provided from the following funds:

Federal Funds [Dollar Amount]

City Funds [Dollar Amount]

It is hereby agreed by and between the parties hereto that the sum of [Dollar Amount] shall be paid only out of the applicable Federal funds, and that this Agreement shall be construed to be an agreement by the City to pay such compensation to the CONTRACTOR only out of the aforesaid Federal funds when such Federal funds are received from the Federal Government

4. The term of the Agreement shall be provided in Appendix B: Term/Schedule of Work.

5. The CONTRACTOR perform said work in an efficient manner so as entirely to complete and perform said work within the time set forth in Appendix B: Term/Schedule of Work.

IN WITNESS WHEREOF, this AGREEMENT is executed by the duly authorized officer or agent of the CITY and the CONTRACTOR.

CITY AND COUNTY OF HONOLULU	CONTRACTOR'S LEGAL NAME
BY:	BY:
PRINTED NAME: Tommy D. Waters	PRINTED NAME:
TITLE: City Council Chair & Legislative Chief Procurement Officer	TITLE:
DATE:	DATE:

APPROVED AS TO FORM AND LEGALITY

Deputy Corporation Counsel

APPENDIX A: SCOPE OF WORK

SCOPE OF WORK

Provide all labor, material, equipment, Certified Industrial Hygienist (CIH) and air quality monitoring for the selective demolition, hazmat abatement in Honolulu Hale, 2nd floor, City Council Committee Room to:

1. Remove and properly dispose of unwanted chairs and other furniture within the work area
2. Remove and properly dispose of VCT, associated mastic and carpet overlay approximately 1,000 square feet (Contractor to verify actual measurements). NOTE: Contractor to provide written notification to the State DOH before any hazmat abatement work. Abatement to be done during after-hours on Friday & Saturday with proper negative ventilation and CIH to monitor and collect air quality samples.
3. Remove approximately 1,000 square feet of 2x4 ceiling tiles then remove/abate about 100 lineal feet ACM insulation of the 6" diameter chill water pipe above the drop ceiling.
4. Insulate the 100 lineal feet chill water pipe with an approved chill water pipe insulation then install new approved 2 X 4 ceiling tiles with sound attenuation.
5. Install new approved floor covering (provide pricing for industrial laminate flooring and for carpet squares with approved base cove).
6. Provide submittal and product data for the new ceiling tiles, floor covering and base cove.
7. Submit all pertinent hazmat manifest, air quality monitoring sample results, Contractor's personnel monitoring, necessary records and final space clearance from the CIH.
8. Provide EPA Certified Trained employees (Per Federal, State, City & County regulations) along with CIH credentials with bid.
9. Provide current tax clearance with bid.
10. Include in bid surety, performance bond costs along with associated tax.
11. Non-union contractors shall pay employees the current prevailing wage rates.

APPENDIX B: TERM / SCHEDULE OF WORK

Agreement Term.

The term of the contract shall be for a period of sixty (60) calendar days. The contract shall begin upon the official commencement date stated on the Notice to Proceed shall be issued by the City.

APPENDIX C: SPECIAL PROVISIONS

1. Contractor Performance Records.

The City shall maintain records pertaining to the Contractor's performance on contracts with the City. The Contractor shall be required to participate in performance assessment activities in accordance with a performance assessment plan that shall be prescribed by the City during the performance of the Contract. Contractor performance records may be used to determine a contractor's responsibility, qualifications, and eligibility for the award of future contracts with the City.

2. Additional Related Services and/or Materials.

During the term of the Contract, the City reserves the right to negotiate with the Contractor for the furnishing of additional related services and/or materials should the need be required by the City.

The City and the Contractor shall incorporate the additional related services and/or materials by written amendment to the Contract.

3. General Terms and Conditions (GTC) 4.5 Payments.

Delete GTC 4.5 Payments, section (a) in its entirety and replace it with the following:

" (a) Payments will be authorized by the Director after completion of performance or delivery and acceptance by the Director of all materials, goods, and services stipulated in the contract or Purchase Order and after the invoices, in triplicate, are received by the using agency,

Attention: Fiscal Officer. The invoices must list the following information: contract and confirmation purchase order numbers (if any), item numbers, description of items, quantities, unit prices, and extended totals.

Payments will be computed in accordance with any applicable unit prices bid. Payments will be made as soon thereafter as the regular course of business will allow; provided, however, that payments shall be made no later than thirty (30) calendar days following receipt of the statement for goods received and services completed."

4. GTC 5.4.6 Payment for Delivered Materials or Equipment.

Delete section GTC 5.4.6 Payment for Delivered Materials or Equipment in its entirety.

5. GTC 5.4.7 Final Payment.

Delete GTC 5.4.7 Final Payment, section (a)(1) and section (a)(2) in its entirety.

6. GTC Exhibit L Report of Equipment Purchased with Construction Contracts.

Delete GTC Exhibit L Report of Equipment Purchased with Construction Contracts in its entirety.

7. Insurance Requirements.

See Section 2.26 of the GTC.

APPENDIX D: GENERAL TERMS AND CONDITIONS

General Terms and Conditions for the City and County of Honolulu dated 02/01/2015

The General Terms and Conditions (GTC) for the City and County of Honolulu dated 02/01/2015 shall apply. If not physically attached, it shall be incorporated by reference herein and referred to as the "General Conditions." Copies may be obtained online at www.honolulu.gov/pur ; click on the link titled: " Instructions, Terms & Conditions".

APPENDIX E: BID